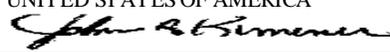


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE R	PAGE OF PAGES 1   9
2. AMENDMENT/MODIFICATION NO. P00028	3. EFFECTIVE DATE 17-Jan-2008	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)
6. ISSUED BY NAVAL SEA SYSTEMS COMMAND STOP 2020 1333 ISAAC HULL AVE SE WASHINGTON NAVY YARD DC 20376-2020		CODE N00024	7. ADMINISTERED BY (If other than item 6) DCMC SAN DIEGO 7675 DAGGET STREET SUITE 200 SAN DIEGO CA 92111-2241	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) [REDACTED] PANY ENSE SYSTEMS 8680 BALBOA AVENUE SAN DIEGO CA 92123-1502			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. N00024-06-C-2207	
			X 10B. DATED (SEE ITEM 13) 01-Nov-2005	
CODE 3J458	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) Mutual Agreement of the Parties.				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>2</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: vbagford082471 See attached pages. PR # N00024-08-FR-51009.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JOHN A. KIMENER / SEA 022 - CONTRACT SPECIALIST TEL: 202-781-2908 EMAIL: John.Kimener@navy.mil	
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	
			16C. DATE SIGNED 17-Jan-2008	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The purpose of this modification to contract N00024-06-C-2207 is to (1) correct and extend the Estimated Period of Performance for certain Contract Subline Items (SLINs); (2) correct the Estimated Hours for SLIN 020204; (3) provide funding under SLINs 020101, 020201, 020204, 020402, 020403, 020404, 020405, 020703, and 020704; (4) revise Section B to modify the requirement to submit a DD Form 250 “Material Inspection and Receiving Report with each invoice submittal; (5) revise Section F to accurately reflect the periods of contract performance; and (6) update Section G to revise the list of Contracting Officer’s Representatives (COR)s. Accordingly, said contract is modified as follows:

1. Correct and extend the Estimated Period of Performance for certain SLINs as follows:

A. Modifications P00026 and P00027 incorrectly stated in NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS – ALTERNATE I (MAY 1993) paragraph (a) that the Estimated Period of Performance for SLIN 010102 was 31 OCT 2007. The Estimated Period of Performance for SLIN 010102 as of modification P00026 and P00027 was 03 DEC 2007. This correction is incorporated in the in NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS – ALTERNATE I (MAY 1993) paragraph (a) below, as well as an extension of the Estimated Period of Performance for SLIN 010102 through 31 DEC 2007.

B. Modifications P00026 and P00027 incorrectly stated in NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS – ALTERNATE I (MAY 1993) paragraph (a) that the Estimated Period of Performance for SLIN 010402 was 31 OCT 2007 and 31 DEC 2007, respectively. The Estimated Period of Performance for SLIN 010402 as of modification P00026 and P00027 was 06 NOV 2007. This correction is incorporated in the in NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS – ALTERNATE I (MAY 1993) paragraph (a) below, as well as an extension of the Estimated Period of Performance for SLIN 010402 through 31 DEC 2007.

C. Modifications P00026 and P00027 incorrectly stated in NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS – ALTERNATE I (MAY 1993) paragraph (a) that the Estimated Period of Performance for SLIN 010702 was 31 OCT 2007 and 31 DEC 2007, respectively. The Estimated Period of Performance for SLIN 010702 as of modification P00026 and P00027 was 03 DEC 2007. This correction is incorporated in the in NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS – ALTERNATE I (MAY 1993) paragraph (a) below, as well as an extension of the Estimated Period of Performance for SLIN 010702 through 30 APR 2008.

2. Modifications P00026 and P00027 incorrectly stated in NAVSEA 525 [REDACTED] NT OF FUNDS – ALTERNATE I (MAY 1993) paragraph (a) that the Estimated Hours for [REDACTED] 5. The Estimated Hours for 020204 as of modification P00026 and P00027 was [REDACTED] This correction is incorporated in the in NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS – ALTERNATE I (MAY 1993) paragraph (a) below.

3. Provide funding under SLINs 020101, 020201, 020204, 020402, 020403, 020404, 020405, 020702 and 020703 as follows:

A. The funding of SLINs 020101, 020201, 020204, 020402, 020403, 020404, 020405, 020702 and 020703 results in the following actions:

SLIN	ACRN	Man-Hours	Allotted to	Allotted to	Award Fee	FADS
020101	AU					
020201	AE					
020204	AT					
020402	AW					
020403	AX					
020404	AU					
020405	BA					
020703	AZ					

020704	AU		\$94,064
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B. Under Section B – SUPPLIES OR SERVICES AND PRICES/COSTS, the following Subline Items are hereby revised and/or established for funding purposes only:

020101 FOR USE WITH FY 2008 OMN (LPD 17 INSERV) FUNDING  
(All CLIN 0201 efforts utilize OMN funding)

020201 FOR USE WITH FY 2006 SCN Post Delivery LPD 17 FUNDING  
(All CLIN 0202 efforts utilize SCN Post Delivery funding)

020204 FOR USE WITH FY 2006 SCN Post Delivery LPD 20 FUNDING  
(All CLIN 0202 efforts utilize SCN Post Delivery funding)

020402 FOR USE WITH FY 2008 OPN Hardware FUNDING  
(Applicable to Production Liaison and ISE Change Development and Implementation efforts)

020403 FOR USE WITH FY 2008 OPN Installation FUNDING  
(Applicable to Production Liaison and ISE Change Development and Implementation efforts)

020404 FOR USE WITH FY 2008 OMN (LPD 17 INSERV) FUNDING  
(All CLIN 0204 efforts utilize OMN funding)

020405 FOR USE WITH FY 2008 RDT&E FUNDING  
(Applicable to Production Liaison, PARM Liaison, On-Site System Engineering Support, TYCOM/Fleet Support Services, and Technology Evolution Management efforts)

020703 FOR USE WITH FY 2008 SCN FUNDING  
(Applicable to Class Engineering Services efforts)

020704 FOR USE WITH FY 2008 OMN (LPD 17 INSERV) FUNDING  
(Applicable to Class Engineering Services efforts)

C. Under Section H – SPECIAL CONTRACT REQUIREMENTS, clause NAVSEA 5252.232-9104, ALLOTMENT OF FUNDS ALTERNATE I (MAY 1993), is restated as shown below. The table also incorporates administrative corrections, which ensure the values in the table accurately reflect all previous modifications and the associated Financial Accounting Data Sheets (FADS):

NAVSEA 5252.232-9104 - ALLOTMENT OF FUNDS ALTERNATE I (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amounts presently available and allotted to this contract for payment of base fee, if any, and award fee are set forth below. Base fee amount is subject to the clause entitled "FIXED FEE" (FAR 52.216-8). Award fee amount is subject to the requirements delineated in Section B. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

CLIN/ SLIN	ACRN	Type of Funds	Man- Hours	Allotted to Cost	Allotted to Base Fee	Award Fee Earned	Total	Estimated Period of Performance
0001								31-Mar-07

000101	AD/AE	FY06 SCN LPD24 & FY06 SCN POST LPD17	
000102	AA	FY06 OMN LHA	
000103	AK	FY07 OMN LHA	
<b>0004</b>			
000402	AA/AF	FY06 OMN LHA & FY06 OMN SSDS	
000404	AG	FY06 OPN SPPT EQUIP	
<b>0006</b>			
000601	AB/AD	FY05 SCN LPD23 & FY06 SCN LPD24	
000602	AA	FY06 OMN LHA	
<b>0007</b>			
000701	AB/AD/A E/AH	FY05 SCN LPD23 & FY06 SCN LPD24 & FY06 SCN POST LPD17 & FY06 SCN LPD19	
<b>0010</b>			
0010	AC	FY06 R&D LPD17	
<b>0101</b>			
010102	AK	FY07 OMN LHA	
<b>0102</b>			
010203	AJ	FY05 SCN POST LPD17	
010205	AL	FY07 SCN POST LPD17	
010206	AM/AP	FY07 SCN POST LPD18 & FY07 SCN POST LPD19	
010207	AP	FY07 SCN POST LPD19	
010208	AR	FY06 SCN POST LPD18	
<b>0104</b>			
010402	AK	FY07 OMN LHA	
010404	AG	FY06 OPN	

31-Dec-06

30-Sep-06

31-Dec-06

31-Dec-05

31-Dec-07

31-Dec-07

31-Dec-07

		SPPT EQUIP	
010405	AQ	FY07 OPN SHIPS	
<b>0106</b>			<b>31-Dec-07</b>
010601	AD	FY06 SCN LPD24	
010602	AK	FY07 OMN LHA	
010603	AJ	FY05 SCN POST LPD17	
010605	AN	FY07 SCN LPD25	
<b>0107</b>			<b>30-Apr-08</b>
010701	AD	FY06 SCN LPD24	
010702	AK	FY07 OMN LHA	
010705	AN	FY07 SCN LPD25	
<b>0201</b>			<b>28-Sep-08</b>
020101	AU	FY08 OMN LPD17 INSERV	
<b>0202</b>			<b>28-Sep-08</b>
020201	AE	FY06 SCN POST LPD17	
020202	AR	FY06 SCN POST LPD18	
020203	AH	FY06 SCN POST LPD19	
020204	AT	FY06 SCN POST LPD20	
<b>0204</b>			<b>28-Sep-08</b>
020401	AV	FY08 OMN LPD17	
020402	AW	FY08 OPN LPD17 - Hardware	
020403	AX	FY08 OPN LPD17 - Install	
020404	AU	FY08 OMN PMS 470	
020405	BA	FY08 RDTE	
<b>0206</b>			<b>28-Sep-08</b>
020601	AS	FY99 SCN FULL FND LPD18	
020602	AH	FY06 SCN POST LPD19	
<b>0207</b>			<b>28-Sep-08</b>
020701	AS	FY99 SCN FULL FND LPD18	

020702	AV	FY08 OMN LPD17	
020703	AZ	FY08 SCN LPD25	
020704	AU	FY08 OMN PMS 470	
<b>TOTAL</b>			

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs 000101, 000102, 000103, 000402, 000404, 000601, 000602, 000701, 0010, 010102, 010203, 010205, 010206, 010207, 010208, 010402, 010404, 010405, 010601, 010602, 010603, 010605, 010701, 010702, 010705, 020101, 020201, 020202, 020203, 020204, 020401, 020402, 020403, 020404, 020405, 020601, 020602, 020701, 020702, 020703, and 020704 (estimated hours) are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

4. Under Section B – SUPPLIES OR SERVICES AND PRICES/COSTS, note B-2 INVOICE SUBMISSION is hereby deleted in its entirety. The following is inserted in lieu thereof:

**B-2 INVOICE SUBMISSION**

**NAPS 5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992) AND ALTERNATE II (DEC 1996).**

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b)(1) In accordance with DFARS 242.803(b)(i)(C), the cognizant Defense Contract Audit Agency (DCAA) auditor has authorized the contractor to submit interim invoices directly to paying offices. This authorization does not extend to the first and final invoices, which shall be submitted to the contract auditor at the following address:

DCAA SAN DIEGO  
7675 DAGGET STREET  
SUITE 200  
SAN DIEGO, CA 92111

A copy of every invoice shall also be provided to the individual listed below, at the address shown (if completed by the contracting officer):

Cognizant Contracting Officer Representative -See Section G

In addition, a copy of the final invoice shall be provided to the Administrative Contracting Officer (ACO).

(2) Upon written notification to the contractor, DCAA may rescind its authorization for the contractor to submit interim invoices directly to the paying offices. Upon receipt of such written notice the contractor shall immediately begin to submit all invoices to the contract auditor at the above address.

(3) Notwithstanding (i) and (ii), when delivery orders are applicable, invoices shall be segregated by individual order and submitted to the address(es) specified in the order.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than sixty (60) calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) CLIN
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system which supply/service is provided.

(e) A DD Form 250, "Material Inspection and Receiving Report",

is required with each invoice submittal. NOTE: Applicable to CLIN 0X11 only.

Not required for any other CLINs.

is required with each shipment.

is required only with final invoice.

is not required.

(f) A Certificate of Performance

shall be provided with each invoice submittal.

is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINs/SLINs with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis. NOTE: Proportional allocation across ACRNs shall be mutually agreed to by the contractor and the contracting officer before any costs are incurred

5. Under Section F – DELIVERIES OR PERFORMANCE revise the periods of contract performance as follows:

“Total contract performance shall not exceed five years. The Contractor shall perform the work described in SECTION C, at the level of effort specified in SECTION B, as follows:

<b>ITEMS</b>	0001-0004, 0006-0010	If option(s) is(are) exercised 0101-0104, 0106-0110, 0201-0204, 0206-0210, 0301-0304, 0306-0310
<b>FROM</b>	Contract Award	Date of Option Exercise
<b>THROUGH</b>	30 SEP 2006 unless otherwise stated in NAVSEA 5252.232-9104 - ALLOTMENT OF FUNDS ALTERNATE I (MAY 1993)	12 Months after Option Exercise unless otherwise stated in NAVSEA 5252.232-9104 - ALLOTMENT OF FUNDS ALTERNATE I (MAY 1993)”

6. Under Section G – CONTRACT ADMINISTRATION DATA, the following changes are hereby incorporated as a result of this modification to reflect changes to Contracting Officer’s Representatives.

A. Under Section G - CONTRACT ADMINISTRATION DATA, G-3 CONTRACTING OFFICER’S REPRESENTATIVE is hereby replaced in its entirety with the following:

COMMANDER  
NAVAL SEA SYSTEMS COMMAND  
PEO SHIPS  
ATTN: ERIC QUINTON (PMS 317A3)  
1333 ISAAC HULL AVENUE STOP 2401  
WASHINGTON NAVY YARD DC 20376-2401  
Telephone No. (202) 781-4190

COMMANDER  
NAVAL SEA SYSTEMS COMMAND  
PEO SHIPS  
ATTN: FRED THERRIEN (PMS 317G1)  
1333 ISAAC HULL AVENUE STOP 2401  
WASHINGTON NAVY YARD DC 20376-2401  
Telephone No. (202) 781-2888

COMMANDER  
NAVAL SEA SYSTEMS COMMAND  
PEO SHIPS  
ATTN: JOHN RIEDY (PMS 470 RC4)  
1333 ISAAC HULL AVENUE STOP 3W2659  
WASHINGTON NAVY YARD DC 20376-2401  
Telephone No. (202) 781-2202

PMS 417 DETACHMENT – NEW ORLEANS  
ATTN: BARBARA CONNER (PMS 317A1)  
5100 RIVER ROAD, BLDG 721  
AVONDALE, LA 70094  
Telephone No. (504) 368-3836

PMS 417 DETACHMENT – NEW ORLEANS

ATTN: JOE WIENEKE (PMS 317A)

5100 RIVER ROAD, BLDG 721

AVONDALE, LA 70094

Telephone No. 504-654-3544

B. Under Section G - CONTRACT ADMINISTRATION DATA, G-5 TECHNICAL INSTRUCTIONS PROCESS, paragraph (c) is hereby replaced in its entirety with the following:

(c) The contracting officers under this contract are the PCO, Mr. John Kimener, NAVSEA 02223 - (202) 781-2908; and ACO Ms. Alice Watson, (858) 495-7464

The CORs are as follows:

Mr. John Riedy, PMS 470 RC4, (202) 781-2202 for all IPY, ISE SAS, Material and Data CLINS.

Mr. Fred Therrien, PMS 317G1, (202) 781-2888, for all PSA, Material and Data CLINS

Mr. Eric Quinton, PMS 317A3, (202) 781-4190, for all IPY, ISE SAS, Core Services, Engineering Services, Engineering Services for RDT&E Material and Data CLINS

Ms. Barbara Conner, PMS 317A1, (504) 654 3836 for Material CLINS

Mr. Joe Wineke, PMS 317A, 504-654-3544, is the back-up COR for all CLINS.

7. The attached FADS:

A. Obligate funding in the total amount of [REDACTED]

8. Except as modified above, all other terms and conditions of contract N00024-06-C-2207 remain unchanged and in full force and effect.